

1. a. Commercial Lift Truck, Inc.
 - b. Clifford Sneyers - President
16 Marion Drive, Holmdel, NJ

Joseph Sneyers - Vice President
28 Ringwood Court, Pompton Lakes, NJ

Michael Coughlin - Vice President
15 Amy Way, Middletown, NJ
 - c. New Jersey Corporation, incorporated January 1982
 - d. Certificate of Incorporation - attached
 - e. Not applicable.
2. Not applicable
3. Yes. Copies of Permits - attached.
4. Yes. We leased space at a butler type building known as Building #12 at 333 Hamilton Blvd, South Plainfield, NJ from September 1986 to September 1989, for the storage and repair of material handling equipment. Copy of Lease attached.
5. Commercial Lift Truck is a material handling equipment dealer. The building was used for the storage of lift trucks and lift truck parts, and for the minor repair of lift trucks. Michael Coughlin was the on-site manager during the lease term. His current address is listed above. No manufacturing, research & development, or processing activities were performed at this facility by Commercial Lift Truck during our tenancy.
6. The only hazardous waste used in our operation was waste engine oil from internal combustion lift trucks. The oil was stored in an above ground tank and disposed of according to NJAC guidelines by licensed disposal companies.
7. Not applicable. No analyses were performed.
8. See answer #6.
9. Waste oil was disposed of through licensed oil recovery companies our receipts are in the form of invoices paid for this service.
10. No leaks or spills occurred at Building #12, during our tenancy.



11. See answer # 1.
12. Not applicable.
13. Nonapplicability Affidavit and letter from State of NJ dated 10/17/89 stating that the "transaction is not subject to the provisions of ECRA." Attached.
14. Don't know.
15. Not applicable.
16. The landlord was DSC of Newark Enterprises, located at 70 Blanchard Street, Newark, NJ. The environmental company we retained (Accutech Environmental Services, Keyport, NJ) for the cessation of operations compliance, indicated DSC Enterprises refused numerous written requests and phone calls relative to environmental information for the leased site.
17. Not applicable.
18. Michael Coughlin, 15 Amy Way, Middletown, NJ 07701, (732)302-0055, Vice President/Commercial Lift Truck, Inc.
19. Clifford Sneyers, 16 Marion Drive, Holmdel, NJ, (201)342-1960 President/Commercial Lift Truck, Inc.

Request For Information

1.
 - a. State the legal name of your business.
 - b. State the name(s) and address(es) of the President or the Chairman of the Board, or other presiding officers of your business.
 - c. State the legal form of business (e.g., corporation, partnership, etc.). Identify the state and date of incorporation of your business and your business agent for service of process in the state of incorporation and in New Jersey State.
 - d. Provide a copy of your business "Certificate of Incorporation" and any amendments thereto.
 - e. If your business is a subsidiary or affiliate of another company, or has subsidiaries, or is a successor to another company, identify these related companies. For each related company, describe the relationship to your business and indicate the date and manner in which each relationship was established.
2. In identifying a business entity that no longer exists, provide all the information called for in Question 1, except for the agent for service of process. If a business entity conducted business under more than one name, designate each name.
3. Does the business entity identified in Question 1 above have a permit or permits issued pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq? Also, if any of the business entities identified in Question 1 above has/had an EPA Identification Number, state it in your answer to this Question.
4. Do you currently own, operate, lease, or maintain, or have you in the past, owned, operated, leased, or maintained any real property at the Site? Provide all relevant

documentation, including deeds, leases, or other materials which relate to such premises. Include the building(s) used, the dates of occupation, and the type of business conducted.

5. Provide a description of all past and present operations at the Site of each business entity identified in Question 1 above. Your description should include, but not be limited to, all manufacturing, research and development, processing and/or handling activities. For each type of operation described in the answer to this Question, provide the name(s), and job description(s) of the person or persons responsible for the management of that particular operations. If such person(s) are no longer employed by the company, provide their last known address(es).
6. Provide a detailed list of chemicals, including hazardous substances, hazardous wastes, process residuals and industrial wastes used, stored, generated or handled by your business. Describe the use for each of the chemicals at the Site. Estimate quantities used on an annual basis and include the sources of these chemicals at that time. Provide documents in support of your list.
7. Indicate if the business had any analyses performed as part of business practices or for any reason and provide analytical results of all hazardous substances, hazardous wastes and/or "CERCLA waste material" as defined in #5 of the Definitions) including, but not limited to mixtures, solvents, PCBs and sludge which were generated, purchased, used, disposed of and/or handled in any manner by the company, other companies or any other person(s) at the Site. This list should include chemical and physical composition and the amount of all specified materials generated, purchased, used and/or handled by the business on annual basis from the commencement of operations to the present.
8. Describe all storage and disposal practices employed by your company with respect to all hazardous substances, hazardous wastes and/or "CERCLA waste material" handled in any way in the operation of the business entity identified in Question 1 above from the time operations commenced until the

present. Include all on-site and off-site storage and disposal activities.

9. Provide a copy of each document which relates to the generation, purchase, use, handling, hauling, and/or disposal of all hazardous substances, hazardous wastes and/or "CERCLA waste material" identified in response to Questions 5, 6, 7, and 8 above. If you are unable to provide a copy of any document, then identify the document by describing the nature of the document (e.g. letter, file, memo, invoice, inventory form, billing record, hazardous waste manifest, etc.). Describe the relevant information contained therein. Identify by name and job title the person who prepared the document. If the document is not readily available, state where it is stored and why it is unavailable.
10. Have any leaks and/or spills of any hazardous substances, hazardous wastes and/or "CERCLA waste material" occurred at the Site? If so, provide the date(s), response action(s) taken, documents which relate to the response action(s), and the ultimate disposal of the hazardous substance, hazardous waste and/or "CERCLA waste material" resulting from those leaks and/or spills. If you are unable to provide a copy of any document, then identify the document by describing the nature of the document (e.g. letter, file, memo, invoice, workplan, memorandum of agreement, inventory form, billing record, hazardous waste manifest, etc.).
11. Identify each person (including company, individual, partnership, etc.) having knowledge of the facts relating to the generation and/or disposal of hazardous substances, hazardous waste and/or "CERCLA waste material" identified in response to Questions 5, 6, 7, 8, 9, and 10 above. For each person identified, provide the name, address and telephone number of that person and the basis of your belief that he or she has such knowledge.
12. Submit a copy of any lease, contract, permit or other written agreement relating to the generation, handling, transport and/or disposal of all hazardous substances, hazardous wastes and/or "CERCLA waste material" at the business entity identified in Question 1 above's facility.

If the documents are unavailable, refer to Question 9, above, for the specific information required.

13. State whether any agreements or contracts (other than an insurance policy) exist which may indemnify the business entity identified in Question 1 above, present owners of shares in the company or past owners of shares in the company, for any liability that may result under CERCLA for any release or threatened release of a hazardous substance at the Site. If such agreements or contracts exist, please provide a copy of the agreement or contract. Identify any agreement or contract that you are unable to locate or obtain. If the documents are unavailable, refer to Question 9, above, for the specific information required.
14. State whether an insurance policy has ever been in effect which may indemnify the business entity identified in Question 1 above against any liability which the business entity may have under CERCLA for any release or threatened release of a hazardous substance that may have occurred at the Site. If so, please provide a copy of the policy. Identify any policy that you cannot locate or obtain by the name of the carrier, years in effect, nature and extent of coverage, and any other information you have.
15. State whether any of the business entities identified in Question 1 above filed for bankruptcy and if so, provide the following information to the extent available to you:
 - a. The date of such filing;
 - b. The statutory provision under which a petition for bankruptcy was filed (Chapter 7, 11 or 13);
 - c. The court where the petition was filed;
 - d. The name, address and telephone number of the bankruptcy trustee;
 - e. The disposition of the petition and the date on which it was so disposed; and
 - f. Any other information relevant to aforesaid bankruptcy.

16. Please supply any additional information which may help EPA to identify sources who disposed of hazardous substances, hazardous wastes and/or "CERCLA waste material" at the Site.
17. Provide any and all other documents that indicate or show a business relationship(s) between business entities, other than the business identified in Question 1 above, and the Site.
18. State the name(s), address(es), telephone number(s), title(s) and occupation(s) of the person(s) answering this "Request for Information" and state whether such person(s) has personal knowledge of the answers.
19. Identify each person who assisted in any manner in responding to the "Request for Information" and specify the question for which each person provided assistance in responding.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of NEW JERSEY
County of BERGEN

I certify under penalty of law that I have personally examined and am familiar with the Information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

MICHAEL COUGHLIN
NAME (print or type)

VICE PRES.
TITLE (print or type)

Michael Coughlin
SIGNATURE

Sworn to before me this
day of 19 JUNE, 1998
~~1997~~

Brian Daly
Notary Public

BRIAN DALY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 2, 2002



137 6/10/90

AccuTech

Environmental Services, Inc.

CONSULTANTS/PROJECT MANAGERS

CASS STREET AT HIGHWAY 35
KEYPORT, NEW JERSEY 07735
201/739-6444 Fax: 201/739-0451



November 2, 1989

Cliff Sneyers
Commercial Lift Truck
169 Lodi Street
Hackensack, NJ 07601

Dear Mr. Sneyers:

Enclosed please find a letter of non-applicability from the New Jersey Department of Environmental Protection stating that Commercial Lift Truck is not subject to the provisions of the Environmental Cleanup Responsibility Act.

If you have any questions regarding this matter, please contact our office.

Sincerely,

A handwritten signature in cursive script that reads 'Joanne Meyer'. The signature is written in dark ink and is positioned above the printed name.

Joanne Meyer
Project Coordinator

JM/bjs:sneyers.102

cc: Dominick Mezzino

Encl.

CN 028
Trenton, N.J. 08625-0028

Let's protect our earth



(609)633-7141

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF HAZARDOUS WASTE MANAGEMENT

Michele M. Putnam
Deputy Director
Hazardous Waste Operations

John J. Trela, Ph.D., Director

Lance R. Miller
Deputy Director
Responsible Party Remedial Action

Ms. Joanne Meyer
Accutech Environmental Services,
Inc. Cass St. at Hwy. 35
Keyport, NJ 07735

OCT 17 1989

RE: Commercial Lift Truck
333 Hamilton Blvd. Bldg. 12
Lot 2, Block 256
South Plainfield Borough, Middlesex County
#N94487

Dear Ms. Meyer:

This is in response to your application received 10/13/1989, concerning the applicability of the Environmental Cleanup Responsibility Act (ECRA) to the cessation of operations at the above referenced premises. On the basis of the sworn statements set forth in the affidavit signed by Cliff Sneyers, the Department finds that this transaction is not subject to the provisions of ECRA.

This decision is made in light of the absence of an industrial establishment as defined within the Standard Industrial Classification numbers covered by the Act. Any inaccuracies in the affidavit or subsequent changes in the facts as stated therein could alter the Department's determination.

The inapplicability of the Environmental Cleanup Responsibility Act (ECRA) to this transaction does not relieve the above referenced of any responsibilities under any other environmental statutes, regulations or permits.

In addition, this determination of ECRA nonapplicability does not constitute any finding by the New Jersey Department of Environmental Protection as to the current site condition or existence or nonexistence of any hazards to the environment at this location.

Should you have any further questions regarding this matter, please contact me at (609) 633-7141.

Sincerely,

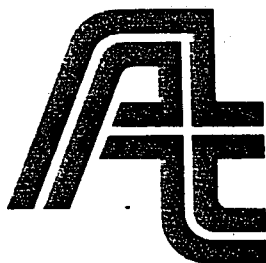
Michael DeTalvo

Michael DeTalvo, Supervisor
Bureau of ECRA Applicability and
Compliance

AccuTech
Environmental Services, Inc.

CONSULTANTS/PROJECT MANAGERS

CASS STREET AT HIGHWAY 35
KEYPORT, NEW JERSEY 07735
201/739-6444 Fax: 201/739-0451



September 29, 1989

Cliff Sneyers
Commercial Lift Truck
169 Lodi Street
Hackensack, NJ 07601

Dear Mr. Sneyers:

Enclosed please find the completed applicability/non-applicability affidavit for Commercial Lift Truck.

Please be sure to complete and sign page 3. You must sign both section 1 at the top of the page and section 2 at the bottom of the page. This should also be notarized.

Please return this affidavit to Accutech Environmental Services as soon as possible with a check or money order for \$200.00 payable to NJ DEP.

The Department of Environmental Protection will then make an applicability determination for Commercial Lift Truck regarding the Environmental Cleanup Responsibility Act.
I do not anticipate any problems or delays since your business is exempt.

Please call me if you have any questions. Thank you.

Sincerely

A handwritten signature in cursive script that reads 'Joanne Meyer'. The signature is written in dark ink and is positioned above the printed name and title.

Joanne Meyer
Project Coordinator

JM/dnt

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF HAZARDOUS WASTE MANAGEMENT
INDUSTRIAL SITE EVALUATION ELEMENT
CN 028, TRENTON, N.J. 08625

ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT (ECRA)
APPLICABILITY/NONAPPLICABILITY AFFIDAVIT

The purpose of this Affidavit is to obtain an Applicability/Nonapplicability Determination from the New Jersey Department of Environmental Protection pursuant to the Environmental Cleanup Responsibility Act, N.J. S.A. 13:1K-6 et seq. and N.J.A.C. 7:26B-1.9. Fee is \$100.

PLEASE TYPE OR PRINT

Date September 18, 1989

A. Determination of Applicability/Nonapplicability should be mailed to the following:

Name Miss Joanne Meyer

Address Accutech Environmental Services, Inc. Cass St. at Hwy 35

City of Town Keyport County monmouth

State NJ Zip Code 07735 Tele. No. 201-139-6444

B. Name of Business Commercial Lift Truck

Standard Industrial Classification (SIC) Number (if known) 5084

C. Property Location for which request is being transmitted:

Street Address 343 Hamilton Blvd. Bldg. 12

Tax Block(s) 256 Tax Lot(s) 2

Municipality South Plainfield County Middlesex

State New Jersey Zip Code 07080

D. Transaction for which the Applicability/Nonapplicability Determination is requested: *(Check appropriate transaction)*

<input type="checkbox"/> Sale of Business and/or Property	<input type="checkbox"/> Condemnation
<input checked="" type="checkbox"/> Business Ceasing Operations	<input type="checkbox"/> Bankruptcy
<input type="checkbox"/> Refinancing/Construction Loan	<input type="checkbox"/> Corporate Merger
<input type="checkbox"/> Sale of Stock in Corporation	<input type="checkbox"/> Partnership Situation Change
<input type="checkbox"/> Other: <i>(Explain)</i> _____	

Date of Planned Transaction: 9/ 30/89

Purchaser:

Name N/A

Address _____

City or Town _____ County _____

State _____ Zip Code _____

Operations:

Note: The Property Owner must completely describe the operations and processes conducted at the site including a list of all tenants, their operations and processes, occupying any part of the property since December 31, 1983. (Attach additional sheets if necessary.)

Commercial Lift Truck 1986-1989- sales of material handling
Equipment and related products.

F. Current Owner of the Property for which an Applicability/Nonapplicability Determination is requested:

Name DSC of Newark Enterprises Inc.
Street Address 70 Blanchard St. Municipality Newark
State NJ Zip Code 07105 Tele. No. (201) 589-4200

G. 1. Previous Owners and history of on-site activities since December 31, 1983 (Attach additional sheets, if necessary):

<u>Name</u>	<u>Address</u>	<u>Operations</u>
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- No previous owners

Edison Rubber Co., Inc.-Tenant-P.O. Box 51, So. Plainfield, NJ 07080
- Occupied Bldg #12 3/1/80-1/28/89

- Primary activities consisted of warehousing and distribution of used tires

2. Is this site currently or has this site previously been the subject of any other ECRA review?

<input type="checkbox"/> Previous LNA Application	<input type="checkbox"/> Negative Declaration
<input type="checkbox"/> Administrative Consent Order	<input type="checkbox"/> Approved Cleanup Plan
<input type="checkbox"/> Active Case	<input checked="" type="checkbox"/> No prior ECRA Review

Please submit copies of previous submittals or approvals.

H. Hazardous Substances or Wastes: (This information is only required if the facility or business has a subject SIC and a subject transaction.)

List all types and quantities of hazardous substances or wastes including petroleum products that are generated, manufactured, refined, transported, treated, stored, handled or disposed at the property, both above and below ground, which are included in the Department's "List of Hazardous Substances" at Appendix A of N.J.A.C. 7:1E and any amount of any waste substances required to be reported to the Department on special waste manifest forms pursuant to N.J.A.C. 7:26-74, designated as a hazardous waste pursuant to N.J.A.C. 7:26-74, designated as a hazardous waste pursuant to N.J.A.C. 7:26-8, or as otherwise provided by law. (Attach additional sheets if necessary.)

Waste oil]

I. How is the building(s) heated? (Oil, Gas, Electric)
Storage Capacity of each _____

If Oil, how many tanks? _____
Above or below ground _____

J. CERTIFICATIONS:

1. The following certification shall be signed by the highest ranking individual at the site with overall responsibility for that site or activity. Where there is no individual at the site with overall responsibility for that site or activity, this certification shall be signed by the individual having responsibility for the overall operation of the site or activity.

I certify under penalty of law that the information provided in this document is true, accurate and complete. I am aware that there are significant civil penalties for knowingly submitting false, inaccurate or incomplete information and that I am committing a crime of the fourth degree if I make a written false statement which I do not believe to be true. I am also aware that if I knowingly direct or authorize the violation of N.J.S.A. 13:1K-6 et seq., I am personally liable for the penalties set forth at N.J.S.A. 13:1K-8.

Typed/Printed Name Cliff Sneyers Title President

Signature *Cliff Sneyers* Date 10/2/89

Sworn to and Subscribed Before Me

on this Monday
Date of October 12 1989

John Skrzypacz
Notary

JOHN SKRZYPACZ
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 10, 1994

2. The following certification shall be signed as follows:

1. For a corporation, by a principal executive officer of at least the level of vice president;
2. For a partnership or sole proprietorship, by a general partner or the proprietor, respectively; or
3. For a municipality, State, Federal or other public agency, by either a principal executive officer or ranking elected official.

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant civil penalties for knowingly submitting false, inaccurate, or incomplete information and that I am committing a crime of the fourth degree if I make a written false statement which I do not believe to be true. I am also aware that if I knowingly direct or authorize the violation of N.J.S.A. 13:1K-6 et seq., I am personally liable for the penalties set forth at N.J.S.A. 13:1K-8.

Typed/Printed Name Cliff Sneyers Title President

Signature *Cliff Sneyers* Date 10/2/89

Sworn to and Subscribed Before Me

on this Monday
Date of October 12 1989

John Skrzypacz
Notary

JOHN SKRZYPACZ
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 10, 1994

Have you enclosed a check or money order for \$100? Yes No
\$200

AccuTech

Environmental Services, Inc.

CONSULTANTS/PROJECT MANAGERS

CASS STREET AT HIGHWAY 35
KEYPORT, NEW JERSEY 07735
201/739-6444 Fax: 201/739-0451



August 31, 1989

Commercial Lift Truck
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Sneyers:

As you know, Accutech Environmental Services is processing the necessary paperwork in order for Commercial Lift Truck to obtain a Letter of Non-Applicability from the Department of Environmental Protection regarding the Environmental Cleanup Responsibility Act.

I have contacted Mr. Anthony Caraci of DSC of Newark Enterprises, Inc. in order to obtain the necessary information. It is my understanding that Mr. Caraci manages all of DSC's properties. As of this date, Mr. Caraci has not responded to the letter I have sent him, nor has he returned any of the many phone calls I have made.

In view of this difficulty, I must find an alternate means of gathering the needed information. If you either have or can easily obtain any of the required information, it would enable us to expedite the paperwork.

I have enclosed a copy of my letter to Mr. Caraci. It outlines the needed information concerning 333 Hamilton Boulevard.

Any information you can provide would be of great help to me.

If you have any questions, please do not hesitate to call me at 201/739-6444.

Thank you very much.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Joanne Meyer'. The signature is fluid and personal, written in dark ink.

Joanne Meyer
Project Coordinator

JM:bf/comm.8.31

Enc.

AccuTech

Environmental Services, Inc.

CONSULTANTS/PROJECT MANAGERS



CASS STREET AT HIGHWAY 35
KEYPORT, NEW JERSEY 07735
201/739-6444 Fax: 201/739-0451

August 10, 1989

mailed 8/10/89

Mr. Anthony Caraci
DSC of Newark Enterprises, Inc.
70 Blanchard St.
Newark, NJ 07105

Re: Request For Information On
Property Currently Leased To
Commercial Lift Truck

Dear Mr. Caraci:

I am writing to you to request information on a DSC property we discussed briefly by telephone.

Commercial Lift Truck is the current tenant at 333 Hamilton Boulevard, Building #12 in South Plainfield, NJ. They have requested that Accutech Environmental Services submit an application for non-applicability to the New Jersey State Department of Environmental Protection regarding the Environmental Cleanup Responsibility Act.

In order to expedite this application I need the following information on the above mentioned property.

- TAX BLOCK AND TAX LOT numbers
- A list of all tenants occupying the site since December 31, 1983 and a brief description of their operations and processes on the property.
- Names, addresses, and operations of any previous owners after December 31, 1983.
- Has the site previously been the subject of an ECRA review? If so, what were the results?

Any assistance you could provide in obtaining this information would be greatly appreciated.

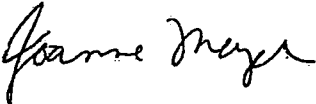
Mr. Anthony Caraci

Page 2

If you have any questions please do not hesitate to call me at
(201)739-6444.

Thank you again.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joanne Meyer".

Joanne Meyer
Project Coordinator

JM/bjs

This Agreement, BETWEEN DSC OF NEWARK ENTERPRISES, INC.

a New Jersey Corporation, located at 70 Blanchard St., Newark, N. J. 07105

as Landlord and

COMMERCIAL LIFT TRUCK, INC., a New Jersey Corporation, located at 169 Iodi St.,
Hackensack, N. J. 07601,

as Tenant

WITNESSETH: That the said Landlord has let unto the said Tenant and the said Tenant has hired from the said Landlord, the following premises: Bldg. #12 of Landlord's property located at 333 Hamilton Blvd., South Plainfield, N. J., commonly referred to as Hamilton Industrial Park

for the term of One (1) year

to commence from the 1st day of September 1986, and to end on the 31st day of August 1987, to be used and occupied only for repair and service of fork lift equipment

upon the conditions and covenants following:

1st: That the Tenant shall pay the annual rent of Twenty-five thousand five-hundred dollars (\$25,500.00)

said rent to be paid in equal monthly payments in advance on the 1st day of each and every month during the term aforesaid, as follows: \$2,125.00 upon the execution and delivery hereof in payment of the first month's rent and \$2,125.00 on the first day of each and every month for the for the balance of the term thereafter, without demand therefor.

2nd: That the Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of tenant, its employees, agent and invitees,

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

3rd: That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

4th: That in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's Agents may enter said premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

5th: That the Tenant shall not assign this agreement, or underlet or underlease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under penalty of damages and forfeiture.

6th: That no alterations, additions or improvements shall be made in or to the premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

7th: In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.

8th: That said Tenant agrees that the said Landlord and Landlord's Agents, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale," and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

10th: That if the said premises, or any part thereof, shall become vacant during the said term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the said premises as the Agent of the said Tenant and receive the rent thereof; applying the same, first to the payment of such expenses as the Landlord may be put to in re-entering and then to the payment of the rent due by these presents; ~~Tenant~~ shall remain liable for any deficiency, in advance for the entire deficiency to be realized during the term of re-letting.

11th: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

12th: That the Tenant shall neither encumber, nor obstruct the sidewalk, ~~driveways~~, yards and grounds, entrance to or halls and stairs of said building, nor allow the same to be obstructed or encumbered in any manner.

13th: The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord and consented to by Landlord in writing. And in case the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or upon said premises or the building wherein same is situated or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

15th: That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy.

16th: That this lease shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

17th: The Tenant has this day deposited with the Landlord the sum of \$4,250.00 * as security for the full and faithful performance by the Tenant of all of the terms and conditions upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

18th: That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

19th: It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the demised premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and upon the giving of such notice, this lease and the term thereof shall terminate and come to an end.

20th: ~~Subject to Paragraph 25,~~ It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

21st: The Tenant shall pay to the Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. If such rent or charge or expenses are not so paid the same shall be added to the next month's rent thereafter to become due, applicable to sewage disposal and fire line charges, if any.

22nd: That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

*Represents two months deposit. The deposit at no time will be less than two months rent during the term or for any renewals, options or extensions.

23rd: If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or vacates the demised premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

24th: The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

25th: In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, or at the Landlord's option, in advance for the entire deficiency to be realized during the term of re-letting.

26th: If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the tenant.

27th: This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

28th: Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason; in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.

29th: This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

(SEE RIDER ANNEXED)

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and upon their respective successors, heirs, executors, administrators and assigns.

It is further expressly agreed that the words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have inter-changeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this day of 19

Signed, Sealed and Delivered
in the presence of

ATTEST:

Secretary

DSC OF NEWARK ENTERPRISES, INC.

BY:

A. A. Coraci, President

COMMERCIAL LIFT TRUCK, INC.

ATTEST:

Secretary

BY:

STATE OF
COUNTY OF

ss.:

BE IT REMEMBERED, that on this
day of 19 before me,
the subscriber
personally appeared

who I am satisfied

mentioned in the within lease,
and thereupon acknowledged that
signed, sealed and delivered the same as act and
deed, for the uses and purposes therein expressed.

STATE OF
COUNTY OF

ss.:

BE IT REMEMBERED, that on this
day of 19 before me,
the subscriber,
personally appeared

who, being by me duly sworn on h oath, doth depose and
make proof to my satisfaction, that he is the
of

the named in the within Instrument;

that
is the President of said corporation; that
the execution, as well as the making of this Instrument has
been duly authorized by a proper resolution of the Board of
of said corporation; that deponent
well knows the corporate seal of said corporation; and the
seal affixed to said Instrument is such corporate seal and
was thereto affixed and said Instrument signed and delivered
by said President, as and for h
voluntary act and deed and as and for the voluntary act and
deed of said corporation, in presence of deponent, who
thereupon subscribed h name thereto as witness.

Subscribed and sworn to before me,
at
the date aforesaid

STATE OF
COUNTY OF

ss.:

BE IT REMEMBERED, that on this
day of 19 before me,
the subscriber
personally appeared

who I am satisfied

mentioned in the within lease,
and thereupon acknowledged that
signed, sealed and delivered the same as act and
deed, for the uses and purposes therein expressed.

STATE OF
COUNTY OF

ss.:

BE IT REMEMBERED, that on this
day of 19 before me,
the subscriber,
personally appeared

who, being by me duly sworn on h oath, doth depose and
make proof to my satisfaction, that he is the
of

the named in the within Instrument;

that
is the President of said corporation; that
the execution, as well as the making of this Instrument has
been duly authorized by a proper resolution of the Board of
of said corporation; that deponent
well knows the corporate seal of said corporation; and the
seal affixed to said Instrument is such corporate seal and
was thereto affixed and said Instrument signed and delivered
by said President, as and for h
voluntary act and deed and as and for the voluntary act and
deed of said corporation, in presence of deponent, who
thereupon subscribed h name thereto as witness.

Subscribed and sworn to before me,
at
the date aforesaid

Lease

DSC OF NEWARK ENTERPRISES, INC.

TO

COMMERCIAL LIFT TRUCK, INC.

19

Dated,

IN CONSIDERATION of the letting of the premises within mentioned to the within named Tenant and the sum of \$1.00
paid to the undersigned by the within named Landlord, the undersigned do es hereby covenant and agree, to and with the
Landlord and the Landlord's legal representatives, that if default shall at any time be made by the said Tenant in the payment
of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed,
that the undersigned will well and truly pay the said rent, or any arrears thereof, that may remain due unto the said Landlord,
and also pay all damages that may arise in consequence of the non-performance of said covenant, or either of them, without
requiring notice of any such default from the said Landlord.

IN WITNESS WHEREOF, the undersigned ha s set his hand and seal this

day of

WITNESS

L. S.

RIDER TO LEASE

DSC OF NEWARK ENTERPRISES, INC.

LANDLORD

AND

COMMERCIAL LIFT TRUCK, INC.

TENANT

DATED: _____

- 29th: (a) Tenant represents and warrants to Landlord that Schlott Agency of Pompton Plains, N. J., ~~was responsible in bringing about~~ this agreement of lease and Landlord relies upon this representation.
- 30th: No utilities or services are to be provided by Landlord other than those specifically set forth herein. Electric current for any heater or sprinkler system apparatus or condensate pump in premises and also for lighting and exit signs in common adjoining area (if any) is to be supplied and paid for by the Tenant.
- 31st: Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.
- 32nd: The Tenant agrees to pay as additional rent, all attorney's fees and other expenses, including but not limited to Landlord's employees' time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual, incurred by the Landlord in enforcing any of the Tenant's obligations under this lease.
- 33rd: Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 1986, then Tenant agrees to pay increase in taxes as additional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's said property available for leasing. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall be collectible as part of rent. In the event a

33rd: Continued . . .

reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due herein, will be based upon an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space occupied rise as a result of the diminution. The taxes for the year during and following any reduction of rentable area will be considered to be the assessment, without the reduction (if any) due to the diminution of the property, multiplied by the applicable tax rate.

34th: Tenant agrees to use the demised premises and to conduct its business in such a manner that will not create a nuisance or disturbance to other tenants or occupants, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall emanate outside of the demised premises, that no corrosion of metal, or other deterioration of any form of Landlord's property shall occur to the interior or exterior of the Landlord's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so elects, give Tenant 10 days notice of his intention to terminate this lease and/or any renewed term thereof for breach of covenant in which event this lease and/or any renewed term thereof shall terminate on the date of expiration of said notice, and Tenant agrees to vacate and surrender the premises to Landlord on said date, but Tenant shall remain liable for payment of rent until the original termination date of this lease hereinbefore set forth, or until the date of expiration of any renewed term thereof, notwithstanding such earlier termination. Such notice shall be deemed sufficient if addressed to Tenant at demised premises and mailed by Registered or Certified Mail.

34th: Continued . . .

A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc. emanate outside of the demised premises, and if so, whether they are of an objectionable or harmful nature, or as to whether corrosion, or other forms of deterioration of Landlord's property, as a result of Tenant's occupancy is taking place.

35th: The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the demised premises nor any of its facilities or installations, and should any damage of any kind or size take place, due to Tenant's operation or negligence, except normal wear and tear, Tenant shall forthwith diligently repair or replace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

36th: The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$250,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than 15 days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least 15 days prior to the

36th: Continued . . .

expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall save, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, and for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

37th: The Tenant, in addition to other obligations stipulated herein, shall pay to Landlord as rent, within 10 days after presentation of bill, a telegraph service charge. This service provides central station supervision over building waterflow for fire protection purposes. Tenant will pay to the Landlord the monthly sum of \$ 65.00. This charge will be subject to adjustment in the event the telegraph company increases or decreases its charges to Landlord, and/or on a pro rata basis the square footage demised hereunder increases or decreases. Under no circumstances will the Landlord be held liable for the acts or negligence of the telegraph company. The Landlord shall have the right to terminate the service provided for in this paragraph at any time upon sixty (60) days' notice to Tenant.

38th: Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to Tenant for any loss or damage caused by fire or any other risk insured against by fire, standard extended coverage and malicious mischief and vandalism insurance, in force at the time of such loss or damage.

- 39th: If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.
- 40th: The Tenant agrees that he has examined the demised premises and is familiar with the condition thereof and that the Tenant is leasing said premises in their present condition, except as herein otherwise provided. The Tenant agrees that the Landlord has made no representations or promises with respect to the demised premises except as herein set forth.
- 41st: Without prejudice to any other right of Landlord herein contained, Landlord shall have the right to charge a late fee for rent and other charges paid later than five (5) days of each month in which such payment shall have been due, which fee shall be five per cent (5%) per month of the amount of late rent and charges, which shall be due as additional rent.
- 42nd: In the event any tax is levied by any governmental body, at any time during the term of the Tenant's occupancy, and in connection therewith, which is not contemplated by the parties, the obligation and payment therefor shall be borne by the Tenant, regardless of the method of collection or upon whom the tax is levied.

- 43rd: The Tenant will keep the premises sufficiently heated at all times, at his own cost and expense, to prevent freezing, water and steam damage to all sprinkler, plumbing, heating and all other building utilities, equipment and realty.
- 44th: Provided the tenant is not in default of any of the provisions of this lease, it shall have the option to renew this lease on the same terms and conditions as set forth in this lease for a period of two (2) years to commence upon the termination of this lease. The monthly rental during the option period and for any extensions shall be computed in accordance with the following formula: For the purpose of this paragraph, the base index shall be Table 1, Consumer Price Index for all Urban Consumers: U.S. City Average, by expenditure category and commodity and service group, 1967 = 100, as published by the Bureau of Labor Statistics of the United States Department of Labor for the calendar month during which the commencement of the original term of this lease occurs. The price index shall be said index for (Sept 1987). In the (month and year) event that the price index shall exceed the base index, the tenant shall be required to pay an additional amount of rent computed by multiplying the monthly rent by the percentage by which the price index exceeds the base index. If at any appropriate time the price index shall no longer be published by said Bureau, then any comparable index issued by said Bureau or similar agency of the United States shall be used for the foregoing provisions, adjusted however in order to give effect to the intent of the foregoing provisions which is to give to the Landlord a monthly rent having the purchasing power equal to the purchasing power of the same rent in the first month of this lease. If the parties are unable to agree with respect to an appropriate index the matter shall be determined by arbitration pursuant to the rules then

44th: Continued . . .

applicable of the American Arbitration Association. Notice of Tenant's intention to exercise the option must be given to the Landlord in writing by Registered Mail, Return Receipt Requested, at least three (3) months prior to the expiration of the original term of this lease, time being of the essence, and if no such notice shall be given by the Tenant, this lease shall terminate at the end of its stated term without further notice.

45th: This agreement is not binding unless approved in writing by an authorized representative of the Landlord.

46th: The Landlord, at its own cost and expense, shall paint the interior of the premises including the toilets and the office area.

ATTEST:

Secretary

DSC OF NEWARK ENTERPRISES, INC.

BY: _____

A. A. Coraci, President

ATTEST:

Secretary

COMMERCIAL LIFT TRUCK, INC.

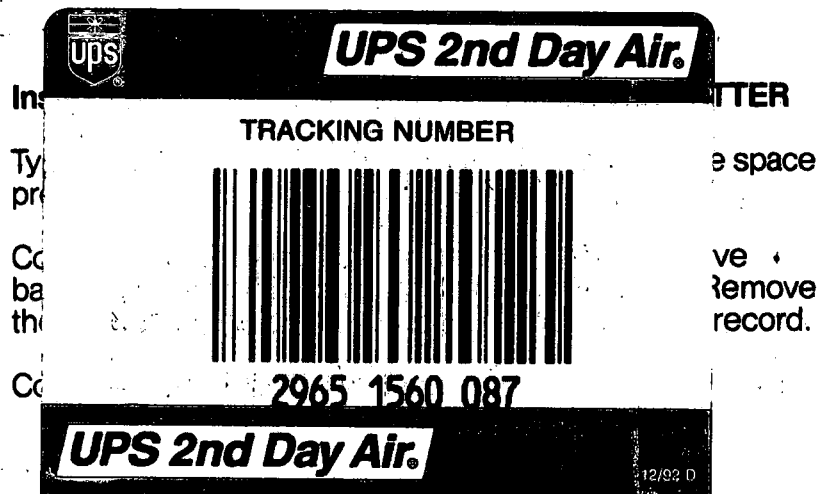
BY: _____



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COMMERCIAL LIFT TRUCK, INC.
BLDG. 7E, EASY ST.
BOON BROOK, N.J. 08805
TELE: (908) 302-0055
FAX: (908) 302-0105

To: Office of Regional Counsel
U.S. Environmental Protection Agency, Reg. II
290 Broadway, 17th Floor
New York, NY 10007
Attn: Mr. Muthu Sundram

For document shipments only.